

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

ARNCO CORPORATION, ) CASE NO. 1:08-CV-1303  
                        )  
Plaintiff,           ) JUDGE SOLOMON OLIVER, JR.  
v.                    )  
                        )  
CARROLL DEAN TAYLOR, ) **AGREED ORDER GRANTING FINAL**  
                        ) **INJUNCTIVE RELIEF AND**  
Defendant.           ) **RESOLVING ALL CLAIMS**

THIS matter came to be heard by the Court on Plaintiff Arnco Corporation's ("Arnco") Verified Complaint. As evidenced by the signatures of their authorized representatives below, Arnco and Defendant, Carroll Dean Taylor ("Defendant"), agree and, accordingly, the Court makes the following findings of fact:

- 1) On or about September 27, 2004, Arnco hired Defendant as an independent, full time consultant. Defendant accepted the engagement as a management consultant with respect to Arnco's business operations.
- 2) In conjunction with and as a condition to his engagement by Arnco as a full time consultant, Defendant was required to execute a Consulting Agreement dated September 27, 2004 between Arnco and Defendant (a copy of which is attached to Arnco's Verified Complaint as *Exhibit 1*) (the "Consulting Agreement") and a Proprietary Information and Inventions Agreement (a copy of which is attached to Arnco's Verified Complaint as *Exhibit 2*).

3) Commencing in May 2008, Defendant accepted employment with Boreflex Industries, an acknowledged competitor of Arnco's in some product lines.

4) Defendant ceased his employment with Boreflex Industries on or before May 31, 2008.

5) Defendant has represented that he does not have proprietary information, trade secrets, or other confidential information belonging to Arnco, nor has Arnco presented any evidence to the contrary.

6) For the time period running through December 31, 2008, Defendant agrees that he will not directly or indirectly operate or perform any advisory or consulting services for, invest in or otherwise operate or associate in any capacity with any company, partnership, organization, proprietorship, or other entity which develops, manufactures, sells or distributes the products listed in Exhibit "B" to the Consulting Agreement, which are in competition with the business of Arnco.

7) For the time period running through December 31, 2008, Defendant agrees that he will not directly or indirectly interfere or attempt to interfere with a relationship between Arnco and any of its employees, agents, representatives, suppliers, customers or distributors, without the advance written consent of Arnco.

8) Defendant further agrees that he will not directly or indirectly use, permit the use of, or disclose to any person, association, firm, corporation, or other entity outside of Arnco any Proprietary Information, as that term is defined in the Proprietary Information and Inventions Agreement, that is not pursuant to Defendant's association with Arnco or for Arnco's benefit;

9) In exchange for Defendant's agreement as set forth in paragraphs 6, 7 and 8 above, Arnco agrees to dismiss any and all claims for monetary damages which exist as a result of Defendant's employment with Boreflex Industries during May 2008.

BASED UPON THE ABOVE STATED FINDINGS OF FACT, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

- A) The Consulting Agreement and the Proprietary Information and Inventions Agreement between Arnco and Defendant, are valid enforceable contracts.
- B) By accepting employment with Boreflex Industries, Defendant violated the express terms of the Consulting Agreement between the Parties.
- C) For the time period through and including December 31, 2008, Defendant is hereby enjoined and restrained from directly or indirectly operating or performing any advisory or consulting services for, investing in or otherwise operating or being associated in any capacity with any company, partnership, organization, proprietorship, or other entity which develops, manufactures, sells or distributes the products listed in Exhibit "B" to the Consulting Agreement, which are in competition with the business of Arnco;
- D) Defendant is also enjoined and restrained from directly or indirectly interfering or attempting to interfere with a relationship between Arnco and any of its employees, agents, representatives, suppliers, customers or distributors, without the advance written consent of Arnco.
- E) Defendant is hereby further enjoined and restrained from directly or indirectly using, permitting the use of, or disclosing to any person, association, firm, corporation, or other entity outside of Arnco any trade secrets or Proprietary Information, as that term is defined in the Proprietary Information and Inventions Agreement, that is not pursuant to Defendant's association with Arnco or for Arnco's benefit;
- F) Defendant is also hereby enjoined and restrained from directly or indirectly using, permitting the use of, or disclosing to any person, association, firm, corporation, or other entity outside of Arnco all materials of any nature that belong to Arnco including, but not limited to,

documents, files, notes, drawings, specifications, computer programs or software, data samples, schedules or lists of any kind;

G) Arnco's remaining claims for relief against Defendant are hereby dismissed, without prejudice to refiling should Defendant breach the terms of this Agreed Order, the Consulting Agreement, or the Proprietary Information and Inventions Agreement between Arnco and Defendant in the future.

H) No bond or other security shall be required from Arnco for this Order in accordance with paragraph 10 of the Proprietary Information and Inventions Agreement as Defendant has expressly waived any requirement for the posting of any bond.

**AGREED AND APPROVED BY:**

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*Pro Se*

Dated: August 29, 2008

/s/ SOLOMON OLIVER, JR.  
UNITED STATES DISTRICT JUDGE